



Twin Lakes
TELEPHONE COOPERATIVE CORPORATION

P O BOX 67
TELEPHONE 931-268-2151

Gainesboro, Tennessee 38562

"OWNED BY THOSE IT SERVES"

JAMES R MONTGOMERY, PRESIDENT
KENNETH D PITTMAN, VICE PRESIDENT
DOUGLAS G ELDER, SECRETARY
ROBERT D DUDNEY, MANAGER

May 23, 2005

Chairman Pat Miller
C/o Sharla Dillon, Docket Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

05-00153

Dear Chairman Miller :

Re: Interconnection and Reciprocal Compensation Agreement by and between
Twin Lakes Telephone Cooperative Corporation and Sprint Spectrum, L.P.

Transmitted herewith is an original and thirteen (13) copies of an "Interconnection and Reciprocal Compensation Agreement" ("Agreement") by and between Twin Lakes Telephone Cooperative Corporation and Sprint Spectrum L.P., as agent and General Partner for WirelessCo, L.P., as agent for SprintCom, Inc., for filing and approval by the Tennessee Regulatory Authority. A cover letter executed by both parties serves as an interim agreement until such time as the Agreement may be approved.

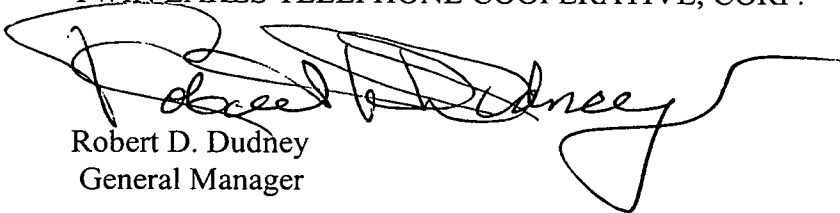
Also enclosed is an additional copy of the Agreement and cover letter which I would appreciate your stamping as "filed" and returning to me in the enclosed return envelope.

A check in the amount of \$50.00 made payable to the Tennessee Regulatory Authority is enclosed as payment of the filing fee.

If any questions arise with regard to this filing, you may contact me.

Yours very truly,

TWIN LAKES TELEPHONE COOPERATIVE, CORP.


Robert D. Dudney
General Manager

RDD/gb

Enclosures

Sprint

RECEIVED
2005 MAY 31 AM 10:00
TRA DOCKET ROOM

Joseph M Chiarelli
Wholesale & Interconnection Mgmt
6450 Sprint Parkway
KSOPHN0116-1B570
Overland Park, KS 66251
(913) 315-9895 (Tel)
(913) 523-9623 (Fax)
Joe M Chiarelli@mail.sprint.com

May 2, 2005

Overnight and Electronic Mail

Mr Robert Dudley
Twin Lakes Telephone Cooperative
201 Gore
Gainesboro, TN 38562-0067

Re Twin Lakes Telephone Cooperative - Sprint Spectrum L P Interconnection And Reciprocal Compensation Agreement for the State of Tennessee

Dear Mr Dudley

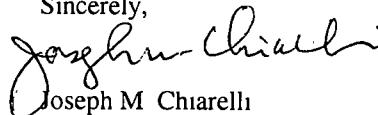
Please find enclosed three (3) originals of the above referenced Interconnection Agreement ("ICA") and two (2) additional originals of this letter, which have all been executed on behalf of Sprint Spectrum, L P. I understand Twin Lakes is agreeable to an "interim agreement" on the same terms as the ICA while awaiting TRA approval of the ICA. Accordingly, I understand you will have the ICA and cover letters executed on behalf of Twin Lakes, and forward a fully executed set of originals to Mr Nace and me. Together, the executed ICA and cover letter will serve as the parties' "interim agreement" until the ICA can stand alone upon TRA approval. Finally, this will also confirm that the parties mutually agreed to utilize direct interconnection.

To the extent necessary, please coordinate the filing of the ICA at the TRA with Charles McKee, our attorney. He may be reached at the following:

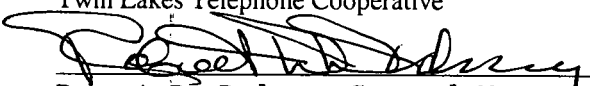
Charles McKee - General Attorney
Sprint Law & External Affairs
401 9th Street, N W, Suite 400
Washington, D C 20004
(202) 585-1949

Thank you for your assistance, and please do not hesitate to call if you require anything further.

Sincerely,


Joseph M Chiarelli

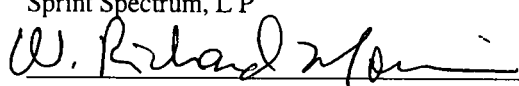
Twin Lakes Telephone Cooperative


Robert D. Dudley, General Manager
(Signature and printed name/title)

JMC/jc (Encls)

cc. Charles McKee, Esq, Sprint

Sprint Spectrum, L P


W. Richard Morris, V P - External Affairs

**INTERCONNECTION
AND RECIPROCAL COMPENSATION AGREEMENT
TENNESSEE**

This Interconnection and Reciprocal Compensation Agreement ("Agreement") is effective on the first day of October 1, 2004, by and between Twin Lakes Telephone Cooperative Corp., a [Tennessee corporation] and Incumbent Local Exchange Carrier (hereinafter "ILEC"), and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership and as agent for SprintCom, Inc., a Kansas corporation, all foregoing jointly d/b/a Sprint PCS (hereinafter "CMRS Carrier"). ILEC and CMRS Carrier are referred herein collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, ILEC is a local exchange carrier in the State of Tennessee; and,

WHEREAS, CMRS Carrier is a commercial mobile radio service carrier licensed to operate in the MTAs that encompass the State of Tennessee; and,

WHEREAS, ILEC and CMRS Carrier desire to interconnect their networks for the purpose of exchanging Traffic between the Parties' customers.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

This Agreement shall cover Interconnection and Reciprocal Compensation arrangements between the Parties' respective networks in Tennessee.

**SECTION II
DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified in this Section:

"Act" means the Communications Act of 1934 (47 U.S.C. 151 *et seq.*), as amended, and as from time to time interpreted in the duly authorized orders and regulations of the FCC.

"CMRS" or "Commercial Mobile Radio Service" is as defined in the Act.

"Direct Interconnection Facilities" means dedicated transport facilities installed between a CMRS Carrier Mobile Switching Center ("MSC") and any technically feasible point (i.e., point of interconnection) that CMRS Carrier may request on the ILEC network.

“FCC” means the Federal Communications Commission.

“Interconnection” is the linking of two networks for the mutual exchange of Traffic. This term does not include the Transport and Termination of Traffic.

“IntraMTA Traffic” is wireless to wireline and wireline to wireless calls which originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber at the beginning of the call and the central office for the landline end-user.

“InterMTA Traffic” is wireless to wireline and wireline to wireless calls which do not originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber at the beginning of the call and the central office for the landline end-user.

“Major Trading Area” (MTA) means a geographic area established by Rand McNally’s 1992 Commercial Atlas and Marketing Guide, 123rd edition, at pages 38-39 and used by the FCC in defining CMRS license boundaries for CMRS carriers for purposes of Sections 251 and 252 of the Act.

“Reciprocal Compensation” means the arrangement between the Parties in which each Party receives compensation from the other for the Transport and Termination on each Party’s network facilities of IntraMTA Traffic that originates on the network facilities of the other Party.

“Termination” means the switching of IntraMTA Traffic at the terminating Party’s end-office switch, or equivalent facility, and the delivery of such IntraMTA Traffic to the called Party.

“TRA” means the Tennessee Regulatory Authority.

“Traffic” means all IntraMTA Traffic and InterMTA Traffic that originates on one Party’s network, and terminates on the other Party’s network and is otherwise exchanged pursuant to this Agreement.

“Transport” means the transmission and any necessary tandem switching by a Party of IntraMTA Traffic from the point(s) of interconnection between the Parties to the terminating Party’s end-office switch or equivalent facility that directly serves the called Party.

SECTION III INTERPRETATION AND CONSTRUCTION

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by federal or state government authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with such law, rule, regulation or guideline. The headings of the Sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

The Parties enter into this Agreement without waiving any of their rights, remedies, or arguments, with regard to any appeal of the final decision by the Tennessee Regulatory Authority (TRA) in the arbitration in Docket No. 03-00585, and without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters including matters, related to the rates to be charged for Transport and Termination of IntraMTA Traffic or the types of arrangements prescribed by this Agreement.

In the event that any effective legislative, regulatory, judicial or other legal action (including, but not limited to, the TRA's written order in Docket No. 03-00585 (or any appeal thereof), materially affects any material terms of this Agreement or the ability of the Parties to perform any material terms of this Agreement, either Party may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute may be referred to the Dispute Resolution procedure set forth herein.

SECTION IV TRAFFIC EXCHANGE AND COMPENSATION

The Parties may elect to exchange Traffic directly and/or indirectly as specified in Sections A. and B. below. The Parties agree that they shall compensate each other for the Traffic exchanged on a reciprocal and symmetrical basis at the rates specified in Appendix A.

A. Direct Interconnection

1. Upon CMRS Carrier's request, ILEC and CMRS Carrier shall interconnect their respective networks via the installation of Direct Interconnection Facilities. CMRS Carrier may purchase such facilities from a third party or from ILEC. Rates for facilities purchased from ILEC are specified in ILEC's applicable local or access tariff. Each Party shall pay 100% of the facility costs on its side of the point of interconnection.
2. The points of interconnection between ILEC and CMRS Carrier shall be designated by CMRS Carrier at any technically feasible point on ILEC's network or at any other mutually agreeable point. This Agreement shall not preclude ILEC and CMRS Carrier from entering into additional direct interconnection arrangements in the future if such arrangements are technically feasible and economically beneficial.

B. Indirect Interconnection

1. All Traffic that is not exchanged via Direct Interconnection Facilities shall be exchanged indirectly, and the originating Party's point of interconnection shall be at that point where the network of the third

party that delivers such traffic is interconnected with the terminating Party's network.

2. When Traffic is indirectly exchanged via an originating Party's use of one or more third parties, the originating Party shall be responsible for the Transport and Termination of all traffic it originates, including any transit charges from the originating switch to the point of interconnection.

- C. **Billing.** Each Party shall bill the other for calls which the billing Party terminates to its own customers and which were originated by the billed Party. Rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed Party shall pay the billing Party for all undisputed charges properly listed on the bill. Such payments are to be received within forty-five (45) days from the effective date of the statement. The billed Party shall pay a late charge on the unpaid undisputed amounts that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The billed Party shall pay the billing Party the reasonable amount of the billing Party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither Party shall bill the other for Traffic that is more than one hundred and eighty (180) days old.
- D. **Taxes.** The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed.

SECTION V INDEPENDENT CONTRACTORS

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

SECTION VI LIABILITY

- A. Neither Party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other Party's use of service provided under this Agreement. Each Party shall indemnify and defend the other Party against any claims or actions arising from the indemnifying Party's use of the service provided under this Agreement, except to the extent of damages caused by the negligence of the indemnified Party.

- B. Neither Party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.
- C. The liability of either Party to the other Party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of applicable tariff(s) of the Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro-rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors, or defects.

SECTION VII TERM OF AGREEMENT

- A. Either Party may submit this Agreement for approval by the TRA. This Agreement shall commence on the effective date stated on the first page, subject to its approval by the TRA and shall terminate two (2) years after the effective date.
- B. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect not to renew and terminate by giving the other Party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.
- C. Either Party may request for this Agreement to be renegotiated upon the expiration of the initial two (2) year term or upon any termination of this Agreement. Not later than forty-five (45) days from the receipt of initial request for renegotiations, the Parties shall commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to Section VII.D., the provisions of this Agreement shall remain in force during the negotiation and up to the time that a successor agreement is executed by the Parties and, to the extent necessary, approved by the TRA.
- D. If either Party defaults in the payment of any undisputed amount due hereunder, and such default shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least

ninety (90) days prior to terminating service and received any requisite permission from the appropriate federal and/or state regulatory body.

- E. Termination of this Agreement for any cause shall not release either party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination of this Agreement.

SECTION VIII DISPUTE RESOLUTION PROCESS

- A. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.
- B. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- C. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Prior to arbitration described below, the representatives will utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.
- D. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, then either Party may pursue any remedy available pursuant to law, equity or agency mechanism; provided that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. Each Party

will bear its own costs of these procedures. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

- E. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the parties shall continue to perform their obligations, including making payments, in accordance with this Agreement.

SECTION IX THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a Party to it and no third Party beneficiaries are created by this Agreement.

SECTION X GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Tennessee. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Tennessee, the TRA or the FCC.

SECTION XI FORCE MAJEURE

The Parties shall comply with any applicable orders, rules or regulations of the FCC, TRA and federal and state law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting directly from acts of God, civil or military authority, acts of public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the control of the non-performing Party.

SECTION XII ENTIRE AGREEMENT

This Agreement incorporates all terms of the Agreement between the Parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. This Agreement may not be modified except in writing signed by both Parties, which modification shall become effective thirty (30) days after its execution, unless otherwise mutually agreed by the Parties. The undersigned signatories represent they have the authority to execute this Agreement on behalf of their respective companies. This Agreement can be executed in separate parts which together will constitute a single, integrated Agreement.

SECTION XIII
NOTICE

Notices shall be effective when received via fax or direct delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of CMRS Carrier to:

Business Name: Sprint PCS
Mailing Address: 6450 Sprint Parkway, Bldg. 14
City/State/Zip Code: Overland Park, KS 66251
Attention: Director – Wholesale & Interconnection Management
Contact Phone Number:

With a copy to:

Business Name: Sprint PCS
Mailing Address: 6391 Sprint Parkway, Bldg. 20
Mailstop KSOPHT0101-Z2060
City/State/Zip Code: Overland Park, KS 66251
Attention: Law & Regulatory Affairs
Contact Phone Number:

Notices shall be effective when received via fax or direct delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of ILEC to:

Business Name: Twin Lakes Telephone Cooperative
Mailing Address: P.O. Box 67
City/State/Zip Code: Gainesboro, TN 38562-0067
Attention: General Manager
Contact Phone Number: 931-268-2151

Bills and payments shall be effective when received via fax or delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of CMRS Carrier to:

Invoices for usage associated with Sprint Spectrum national OCN 6664:

Business Name: Sprint PCS
Mailing Address: P.O. Box 6827
City/State/Zip Code: Leawood, KS 66206-0827
Attention: Access Verification
Contact Phone Number:

Invoices for usage associated with Sprint Spectrum Tennessee OCN 8459:

Business Name: Sprint PCS c/o U.S. Unwired
Mailing Address: One Lakeshore Drive, Suite 1900
City/State/Zip Code: Lake Charles, LA 70629
Attention: Accounts Payable
Contact Phone Number: Chris Berlinger / (337) 310-3241

All payments should be sent to:

Sprint Spectrum
P.O. Box 844672
Dallas, TX 75284-4672

Bills shall be effective when received via fax or delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of ILEC to:

Business Name: Twin Lakes Telephone Cooperative
Mailing Address: P.O. Box 67
City/State/Zip Code: Gainesboro, TN 38562-0067
Attention: General Manager
Contact Phone Number: 931-268-2151

or to such other location as the receiving Party may direct in writing. Payments are to be sent to the address on the invoice.

SECTION XIV
ASSIGNABILITY

Either Party may assign this Agreement upon the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stock of either of the Parties. Notwithstanding the foregoing, either Party may assign this Agreement or any rights or obligations hereunder to an affiliate of such Party without the consent of the other Party.

SECTION XV
MISCELLANEOUS

- A. Nothing in this Agreement shall prohibit CMRS Carrier from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the CMRS Carrier's license. Traffic originating on such extended networks shall be treated as CMRS Carrier Traffic subject to the terms, conditions, and rates of this Agreement. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as CMRS Carrier Traffic when it originates on such extended network and terminates on ILEC's network, and as ILEC's Traffic when it originates upon

ILEC's network and terminates upon such extended network. Traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.

- B. **Dialing Parity:** Pursuant to 47 CFR section 51.207 and 47 USC section 251(b)(3), ILEC shall perform all necessary translations at its own expense to provide its end users the same dialing treatment to call a CMRS Carrier assigned NXX that such end user is provided when calling an NXX assigned to an incumbent LEC in the same rating center as the CMRS Carrier assigned NXX regardless of whether calls are delivered directly or indirectly.

Rating: For rating purposes, calls to an NXX assigned to CMRS Carrier shall be included in any ILEC local exchange calling service, extended area calling service, optional calling scope, or similar program, provided that the call originates and terminates in the local exchange calling area of ILEC, regardless of whether calls are delivered directly or indirectly. The Parties recognize, however, the inherent difficulty in determining where an ILEC originated call to a CMRS NXX in fact terminates and, therefore, agree the ILEC will use the rate center to which the CMRS NXX is identified in the LERG as a surrogate for determining how to rate the call from its end-user to that CMRS NXX.

- C. ILEC shall have the right to make network changes as follows:
1. ILEC will comply with 47 C.F.R. §§ 51.325 through 51.335 as may be amended from time to time, regarding notification for network changes and will comply with the cost of such changes. Each party shall be responsible for the cost and activities associated with accommodating such changes as pertains to its network.
 2. Contemporaneous with the filing of any public notice of network change required by Subsection 1., ILEC shall also provide a copy of such notice to CMRS Carrier pursuant to Section XIII.
 3. Any objection CMRS Carrier may assert in response to receiving an ILEC network change notice shall be handled as a disputed matter pursuant to the Section VIII Dispute Resolution Process of this Agreement. Until final resolution of any such disputed matter, ILEC shall not discontinue any Interconnection arrangement or Telecommunications Service provided or required under this Agreement as of the date of ILEC's network change notice.

SECTION XVI NONDISCLOSURE OF PROPRIETARY INFORMATION

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information

("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information ("Confidential Information"). Confidential Information shall include (i) all information delivered in written or electronic form and marked "confidential" or "proprietary" or bearing mark of similar import; or (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network including customer account data and CPNI. For purposes of this Section XVI, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed. Information disclosed orally shall not be considered Confidential Information unless Disclosing Party advises Recipient prior to disclosure that such information is Confidential Information and such information is reduced to writing by the Disclosing Party and delivered to the Recipient within seventy-two (72) hours of disclosure. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

Information shall not be deemed Confidential Information and the Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions by the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency provided the Recipient shall give at least thirty (30) days notice (or such lesser time as may be sufficient based on the time of the request) to the Disclosing Party to enable the Disclosing Party to seek a protective order. Each Party agrees that the Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

SECTION XVII COMPLIANCE WITH SECTION 252(I)

In accordance with Section 252(i) of the Act, ILEC shall make available any interconnection service, or network element provided under an agreement approved under this section to which it is a party to CMRS Carrier upon the same terms and conditions as those provided in the agreement.

By: ILEC

Signature

Printed name and title: James R. Montgomery, President, Board of Directors

05/04/2005

(date)

By: CMRS Carrier

W. Richard Morris

Signature

5/2/05

(date)

Printed name and title: W. Richard Morris, Vice President-External Affairs

Signature Page dated _____, 2005 to Interconnection Agreement between ILEC and CMRS Carrier.

APPENDIX A
Rates and Billing Procedures

I. INTRAMTA TRAFFIC

Subject to the *de minimis* exception set forth below in section I.D. below, the Parties shall reciprocally and symmetrically compensate one another for IntraMTA Traffic that is terminated to their respective customers at the rates set forth below; provided, however, that reciprocal compensation is due only for wireline originated intraMTA traffic (including but not limited to wireline originated traffic that is routed to an IXC) that terminates within the same LATA

A. Negotiated Symmetrical Reciprocal Compensation Rate: \$0.01

B. Billing Method

1. Based on Measurement/Records

- a. It is the responsibility of the billing party to determine the amount to be billed.
- b. ILEC may measure, or obtain industry standard records (e.g. EMI 11-01-01 records) summarizing Traffic originated by CMRS Carrier and terminating to ILEC. This information shall be used by ILEC for billing CMRS Carrier for Traffic terminating to ILEC.
- c. CMRS Carrier may measure, or obtain industry standard records summarizing Traffic originated by ILEC and terminated to CMRS Carrier. This information may be used by CMRS Carrier for invoicing ILEC for terminating Traffic to CMRS Carrier.
- d. To the extent that the Parties rely on industry standard records or reports, the Parties agree to accept those reports or records as an accurate statement of Traffic exchanged between the Parties. Either Party may perform an audit of the other Party's billing information related to terminating minutes of use of the billed Party. The Parties agree that such audits shall be performed no more than one time per calendar year. Each Party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited Party during normal business hours.
- e. To the extent that there are billing disputes regarding these records or reports, such disputes may be resolved before the Authority.

2. Based on Factors

- a. *Traffic Ratio*: In the event either Party is unable to measure traffic pursuant to Section B.1, above, the Parties agree to the following Traffic Ratio Factors to estimate the proportion of total Traffic exchanged between the Parties' networks to be:

Mobile-to-Land	70%
Land-to-Mobile	30%

To the extent a CMRS Carrier or an ILEC has, or subsequently obtains, the ability to measure terminating usage, the CMRS Carrier or ILEC may begin billing based on actual records.

- b. *Form of Billing*: When billing is based on Traffic factors, the CMRS Carrier may elect to use either the Mutual Billing or Net Billing option as specified below.

(1) Mutual Billing

- (a) ILEC shall bill for 100% of the Traffic originated by CMRS Carrier and terminated to ILEC; 97% of that Traffic shall be billed at the rates provided for above in Appendix A, Section I.A; and 3% of that Traffic shall be billed as provided for in Appendix A, Section II.A. below.

For example, if the ILEC terminated 50,000 MOUs of CMRS Carrier Traffic in a given month, the appropriate termination compensation rate for that traffic was \$.002, the interstate access rate was \$.03 and the intrastate access rate was \$.04, the bill would be calculated as follows: \$149.50 (i.e., ((50,000 MOUs)(.97)*(\$.002)) + ((50,000 MOUs)*(.015)*(\$.030)) + ((50,000 MOUs)*(.015)*(\$.04))*

- (b) CMRS Carrier shall calculate estimated ILEC terminating Traffic to CMRS Carrier using the following formula: CMRS Carrier shall bill ILEC based on the MOUs in (a) above, divided by 0.70 (seventy percent). The total of the calculation shall then be multiplied by 0.30 (thirty percent) to determine the Traffic originated by ILEC and terminated to CMRS Carrier.

For example, if the ILEC terminated 50,000 MOUs of CMRS Carrier Traffic in a given month, bill would be calculated as follows \$42.86 (i.e., (50,000 MOUs)(30/70)*(\$.002))*

(2) Net Billing

ILEC shall calculate and render a "net bill" to CMRS

Carrier by applying the Traffic Ratio Factors to the total MOUs of Traffic originated by CMRS Carrier and terminated to ILEC. ILEC shall calculate its "net bill" to CMRS Carrier using the following formula:

- (a) ILEC shall calculate the gross amount owed by CMRS Carrier as provided above in Appendix A., Section I.B.2.b.(1)(a).
- (b) ILEC shall take total minutes of CMRS Carrier Traffic terminated by ILEC in a given month and divide that number by the Mobile-to-Land factor of 70%;
- (c) ILEC shall multiply the number calculated in "(b)" by the Land-to-Mobile factor of 30%;
- (d) ILEC shall multiply the number calculated in (c) by the appropriate rate in Appendix A., Section I.A.
- (e) ILEC shall subtract the charge calculated in "(d)" from the charge calculated in (a).

For example, if the ILEC terminated 50,000 MOUs of CMRS Carrier Traffic in a given month, the appropriate termination compensation rate for that traffic was \$.002, the interstate access rate was \$.03 and the intrastate access rate was \$.04, the net bill would be calculated as follows: \$149.50 (see above) – \$42.86 (see above) = \$106.64.

- C. **Billing Interval:** Either Party may elect to bill on a monthly or quarterly basis. If either Party wishes to revise its billing method it may do so upon (30) thirty days' written notice to the other Party.
- D. **De Minimis Exemption:** In the event either Party is unable to measure traffic pursuant to Section B.1. above, and if the Traffic exchanged between the Parties is *de minimis* such that the minutes originated by the CMRS Carrier is less than 5000 minutes of use for a one-month period, the Parties agree that the only compensation for such Traffic will be in the form of the reciprocal Transport and Termination service provided by the other Party, and no billings will be issued by either Party.

II. INTERMTA TRAFFIC

- A. **Traffic Ratio:** The Parties agree to the following InterMTA Traffic Factor to estimate the proportion of the InterMTA traffic originated on CMRS Carrier's network and terminated on ILEC's network:
 - 1. 3% of terminating CMRS Carrier MOUs.

2. The 3% interMTA factor will be paid only by the CMRS Carrier and will be split evenly (50/50) between intrastate and interstate jurisdictions (i.e., 50% will be charged at ILEC's tariffed intrastate access rates and 50% will be charged at ILEC's tariffed interstate access rates).